			FOR COMMER(				1. REQUIS F3A3CE6		N NUMBER 100			PAGE	1 OF	23
2. CONTRACT NO.	ROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30  3. AWARD/EFFECTIVE DATE 4. ORDER NUMBER		L			SOLICITATION NUMBER			6. SOLIC	ITATION ISS	UE DATE			
								_	FA4484-0			12-May		
7. FOR SOLICITATION INFORMATION CAL		a. NAME NORMAN	JORDAN						ь. теlephon <u>609-754-5</u>	922	Collect Calls)		PM 17 Ma	/LOCAL TIME ay 2006
9. ISSUED BY CODE FA4484  305 CONS/LGCA (NORMAN JORDAN) 2402 VANDENBERG AVE MCGUIRE AFB NJ 08641				$\dashv \square$	10. THIS ACQUISITION IS UNRESTRICTED  X SET ASIDE: 10  X SMALL BUSINES HUBZONE SMALL		00 % SS	FOR	11. DELIVERY F DESTINATION L BLOCK IS MARK SEE SCHE  13a. THIS C	INLESS (ED		OUNT TER	₹MS	
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				l <sub>N/</sub>	ш	336214	1			13b. RATING				
TEL: 609-754-47 FAX:	726					ANDARI				14. METHOD OF SOLICITATION  X RFQ IFB RFP				
15. DELIVER TO 305 SPTG/SFTT-F3A3( MATTHEW CURRIE 1738 E. ARNOLD AVE MCGUIRE AFB NJ 086 TEL: 609-754-4286 FA	41	CODE F3	3A3CE	16.	. ADMIN	NISTER	ED BY				cc	DDE		
17a.CONTRACTOR	OFFEROR	(	CODE	18	a. PAYI	MENT V	VILL BE I	MAD	E BY		CC	ODE		
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17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				- 1			NVOIC		_	ESS SHOWN DDENDUM	IN BLOCK	18a. Ul	NLESS BI	OCK
19. ITEM NO.	20	. SCHEDUL	E OF SUPPLIES/	SER'	VICES	3	1	21.	QUANTIT		23. UNIT	PRICE	24. AMC	UNT
		;	SEE SCHEDUL	.E										
25. ACCOUNTING AND APPROPRIATION DATA							·			26. TOTAL	AWARD AMC	OUNT (Fo	r Govt. Use	Only)
	X 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.  ADDENDA ARE NOT ATTACHED  27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.  ADDENDA ARE NOT ATTACHED													
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN  TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.  29. AWARD OF CONTRACT: REFERENCE OFFER DATED  YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:														
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a.U	JNITED	STATES	S OF	AMERICA (	SIGNATURE OF CO	ONTRACTING (	OFFICER)	31c. DAT	E SIGNED
30b. NAME AND (TYPE OR PRINT)	TITLE OF SIGNE	R	30c. DATE SIGN	NED	31b.	NAME (	OF CONT	'RAC'	ring Offi	CER (TYPE C	R PRINT)			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM (CONTINUED)						EMS					PA	GE 2 OF 23
19. ITEM NO.					<b> </b>	21. QUANTI	ITY	22. UNIT	23. UNIT PI	LLL RICE	24. AMOUNT	
19. ITEM NO.		(CC			BERVICES		21. QUANTI	ITY	22. UNIT	23. UNIT PI	RICE	24. AMOUNT
32a. QUANTITY IN	32a. QUANTITY IN COLUMN 21 HAS BEEN  RECEIVED INSPECTED											
L KEGEIVED L	]   \ \ \	CILD	ACCEPTED, AND CONFO	ORMS TO THE	CONTRACT	, EXCEPT AS	S NOTED:					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT 32c. DATE REPRESENTATIVE			Ē		ED NAME AND	TITLE C	OF AUTHOR	IZED GOVERNI	/IENT			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					E	32f. TELEP	HONE NUMBER	R OF AU	THORIZED	GOVERNMENT	REPRE	ESENTATIVE
					32g. E-MAII	L OF AUTHORIZ	ZED GOʻ	VERNMENT	REPRESENTA	TIVE		
			35. AMOUNT CORREC		36.	PAYMENT COMPLET	TE [	PARTIAL [	FINAL 37	. CHEC	CK NUMBER	
38. S/R ACCOUNT NUMBER 39. S/R VOUCHER NUMBER 40. PAID BY						<u>'</u>				1		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 42a. RECI 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE						CEIVED BY						
42b. RE					ECEIVED AT (Location)							
42c. DA1					TE REC'D (	YY/MM/DD)	42d. T0	OTAL CONT	AINERS			

### Section SF 1449 - CONTINUATION SHEET

ITEM NO SUPPLIES/SERVICES **QUANTITY UNIT UNIT PRICE AMOUNT** 0001 Each Civilian Emergency Response Unit Civilian 10' X 20" Emergency Response Unit, which comes complete with a 16 Foot Dual axle barricade trailer. Trailer is Bi-level to hold (12 ea)Posi-locking barriers(6 on each level), slide bars to move barriers, pintle and (1 ea) 5/6 ball hitch with accessory tool box with tools to replace pintl with ball hitch,(2 ea)adjustable Rear Flood Lights,5K Generator. The unit also includes (12 ea)-6'x42" Plastic Barricades, (12 ea)-18" Traffic Cones, (8 ea)-Highway Safety Barrels, and (2 ea)-rolls of Yellow Caution tape. Creative Building Products Civilian Emergency Response Unit or Equal. MILSTRIP: F3A3CE6107A100 PURCHASE REOUEST NUMBER: F3A3CE6107A100 SIGNAL CODE: A **NET AMT** FOB: Destination ITEM NO SUPPLIES/SERVICES UNIT PRICE **QUANTITY UNIT AMOUNT** 0002 1 Each Shipping **FFP** Shipping cost for CLIN 0001. MILSTRIP: F3A3CE6107A101 PURCHASE REQUEST NUMBER: F3A3CE6107A100 SIGNAL CODE: A

**NET AMT** 

FOB: Destination

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	N/A
0002	Destination	Government	Destination	N/A

### **DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	60 dys. ADC	1	305 SPTG/SFTT-F3A3CE MATTHEW CURRIE 1738 E. ARNOLD AVE MCGUIRE AFB NJ 08641 609-754-4286 FOB: Destination	F3A3CE
0002	60 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3A3CE

### CLAUSES INCORPORATED BY FULL TEXT

## 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://www.arnet.gov/far http://www.farsite.hill.af.mil

(End of provision

### CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting	JAN 2005
	With Contractors Debarred, Suspended, or Proposed for	
	Debarment	
52.212-1	Instructions to OfferorsCommercial Items	JAN 2006
52.212-4	Contract Terms and ConditionsCommercial Items	SEP 2005
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.247-34	F.O.B. Destination	NOV 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.243-7001	Pricing Of Contract Modifications	DEC 1991

#### CLAUSES INCORPORATED BY FULL TEXT

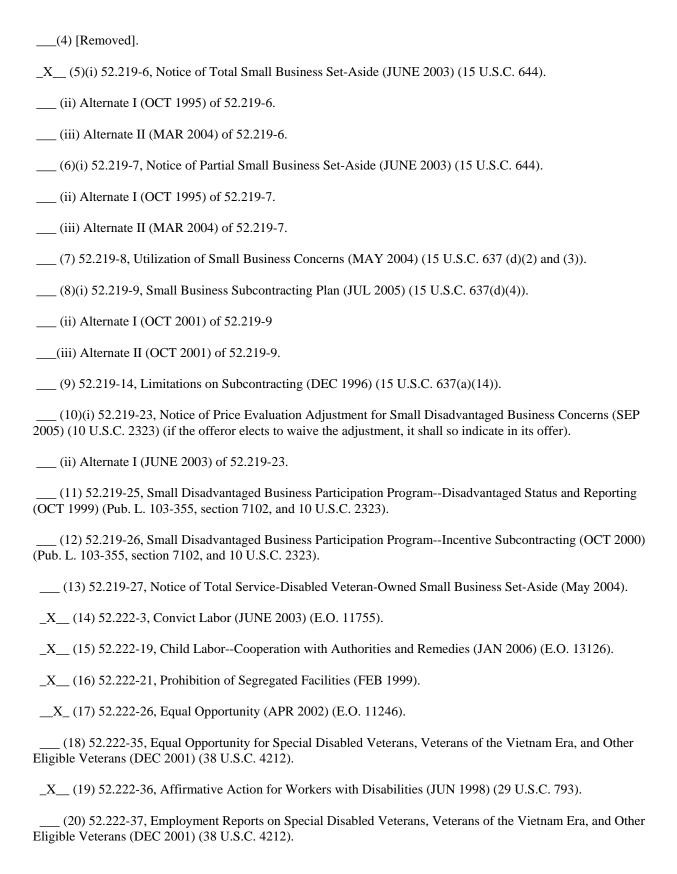
### 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

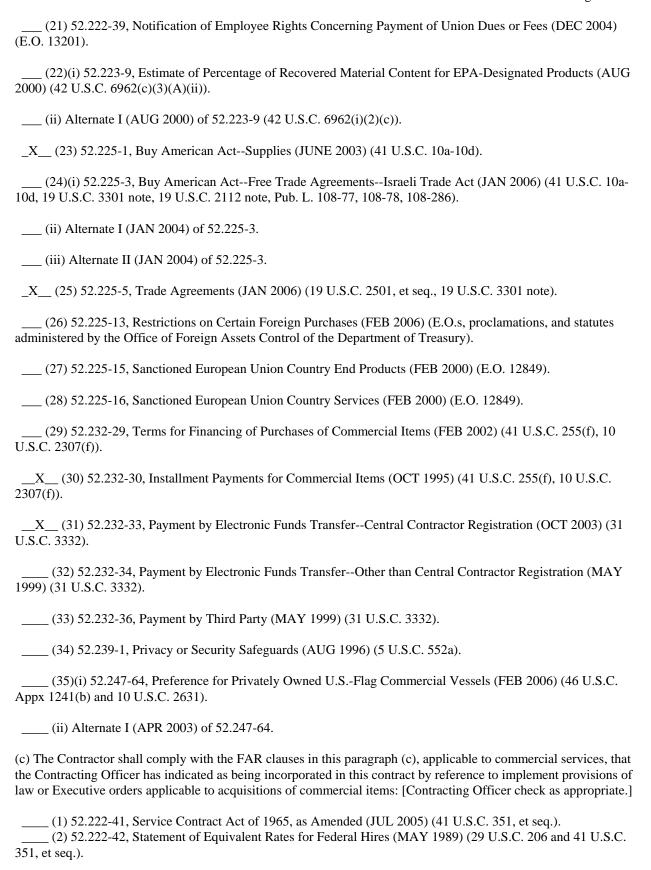
- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:
- (i) price.
- (b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

# 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2006)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)
- \_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- \_\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).
- \_\_\_\_(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).





- \_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

- (vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2006)

2006)
(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.
52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).
(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.
252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
_X_ 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).).
252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

\_\_\_\_\_ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
\_\_\_\_\_ 252.225-7021 Trade Agreements (FEB 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
\_\_\_\_\_ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
\_\_\_\_\_ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

252.225-7036 Buy American ActFree Trade AgreementsBalance of Payments Program (JUN 2005) ( Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
252.227-7015 Technical DataCommercial Items (NOV 1995) (10 U.S.C. 2320).
252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
_X 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).
252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).
252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
X 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (Alternate I) (MAR 2000) (Alternate II) (MAR 2000) (Alternate III (May 2002).
252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive OrdersCommercial Items clause of this contract (Federal Acquisition Regulation 52.212-5) the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).
252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)
(End of clause)

### WAWF INFO SHEET

## WIDE AREA WORK FLOW (WAWF) PROGRAM

In March 2003, the Department of Defense Federal Acquisition Supplement (DFARS) subpart 232.70 – Electronic Submission and Processing of Payment Requests was issued. In accordance with this, we are excited about the deployment of a new system, Wide Are Work Flow Receipt and Acceptance (WAWF-RA). This Electronic Commerce (E-Commerce) system will benefit both you and the Air Force as we partner with each other in the implementation of this new way of conducting business. It is also important to note that in addition to this, the Department of Defense (DoD) Appropriations Act of 2001, Section 1008 - Electronic Submission and Processing of Claims for Contract Payments, requires that any claim for payment under a DoD contract shall be submitted in electronic form. The full text is found on the Defense Finance and Accounting Service (DFAS) web site <a href="http://www.dod.mil/dfas/legislative/">http://www.dod.mil/dfas/legislative/</a> and in 10 U.S.C Chapter 131.

WAWF-RA is designed to automate commercial invoices and government receiving reports in a web-based, paperless environment. WAWF-RA allows vendors to create and instantaneously submit invoices and receiving reports directly to DFAS and/or government receivers from any location in the world. Once documents are submitted, vendors are afforded full viewing capability and are able to monitor document status from submission to acceptance and processing by the DFAS payment office. WAWF-RA utilizes e-mail to notify all parties involved in the payment process of the current status of each document; thus eliminating U.S. mail lag-time.

Since documents will now be entered and stored in a database, there is no need for multiple copies. They cannot be "lost" or "misplaced", and are viewable by all necessary parties during the entire payment process via a secure web site. Changes to rejected documents can be easily made and resubmitted on-line - no more re-typing, resending, or re-faxing. Discounts become available on the first day of the discount period instead of being lost due to paperwork shuffling and postal delays. WAWF-RA should speed up the vendor payment process and get you your money faster.

McGuire AFB began using testing this new system in February 2004 and plans to fully implement it by April 2004. There are no costs involved to get you started. Registration and software are provided **FREE OF CHARGE** and we will be available to assist you in every step of the way. To get started, your company will need a user ID and password for accessing the WAWF-RA system. This can be obtained by visiting the WAWF-RA website at <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a> and following the instructions under <a href="https://wawf.eb.mil/">Help with registration for access to WAWF-RA</a>. Under <a href="https://wawf.eb.mil/">About WAWF - RA</a>, you will also find links for Functional Information, Setting Up Your Machine, Accessing Web Based Training, and Frequently Asked Questions. Additionally, we have attached a Wide Area work Flow - Receipt and Acceptance (WAWF-RA) Vendor Instructions, Installation, and Registration Checklist. Should you have questions about the WAWF-RA system or the website, please don't hesitate to contact a Defense Information Systems Agency (DISA) customer support representative toll-free at 1-866-618-5988 or e-mail them at cscassig@ogden.disa.mil. (Please include "WAWF" in the subject line of all e-mail requests.)

### Attachment:

WAWF-RA Vendor Instructions, Installation, and Registration Checklist

# Wide Area Work Flow Receipt and Acceptance (WAWF-RA) Vendor Instructions Installation and Registration Checklist

Completion of all instructions contained in this checklist must be accomplished prior to activation of the firm and user accounts.

- 1. Check Central Contractor Registration System (CCR) to see if your company is registered.
  - If you are registered in CCR, please go to Step 3 below.
- For help with registration in CCR, contact CCR Helpdesk, 888-227-2423 or 269-961-4725, e-mail <u>CCR@dlis.dla.mil</u>, or see the CCR Handbook at http://www.ccr.gov/handbook.cfm.
- 2. Register with Central Contractor Registry (CCR).
  - All vendors desiring to bid on goods or services in support of Department of Defense (DoD) must be registered in the CCR at <a href="http://www.ccr.gov/">http://www.ccr.gov/</a>.
- Ensure that all mandatory fields are completed in your new CCR account (i.e., Telephone/FAX number, Data Universal Numbering System (DUNS) and/or Commercial and Government Entity (CAGE) codes, North American Industry Code Systems (NAICS) codes, etc.).
- **Note**: All contractors are required to update their CCR registration annually. Failure to do so will result in suspension of the account, which will prevent or delay awarding DoD contracts and payments to your firm.
- 3. Establish an Electronic Business Point of Contact (EB POC).
  - The next step is to ensure that you have identified an EB POC for your company. You are required to establish both a primary and alternate EB POC for each CAGE/DUNS code assigned to the firm.
  - To see if an EB POC is listed for your company, go to <a href="http://www.ccr.gov/http://www.ccr2000.com/">http://www.ccr.gov/http://www.ccr2000.com/</a> and click on "Search CCR." Where prompted, enter the DUNS or CAGE or Company Name and click "Submit Query." If you are presented with a list of DUNS numbers, you will need to pick the specific location and click on the DUNS.
  - Scroll to the bottom of the Inquiry Results page. There you can see if anyone is listed as the EB POC. If no one is listed, your company has not identified an EB POC yet. If you see that there is no one listed as your company's EB POC, you need click on "Update or Renew Registrations Using TPIN" to add it.
  - Each vendor organization may establish up to two EB POC's (primary and alternate) for each Cage/DUNS combination.

- The EB POC will be responsible for authorizing access to employee(s) of the vendor's organization to view and/or modify data submitted on behalf of the vendor.
- Update NAICS codes developed by the Census Bureau, which replaced the Standard Industrial Classification (SIC) codes. Until NAICS codes are updated, update will not be complete. For more info on NAICS codes, visit: http://www.census.gov/epcd/www/naics.html

## 4. Determine if your organization will designate a Group Administrator (GAM) (Proceed to paragraph 5 if you are not going to designate a GAM).

- In medium to large sized companies, there may be a need to establish more than one GAM.
- A GAM determines who has access to the WAWF-RA vendor account.
- The initial GAM shall be the person designated as the EB POC. To appoint additional GAM's, each vendor must submit an official appointment letter signed by the EB POC.
- The appointment letter should be faxed to the WAWF-RA Customer Support Center.
- The Group Administrator's Manual is available for reviewing to all WAWF-RA registered users.
- The GAM Manual can be found in the Software Users Manual link within the WAWF-RA application.

## 5. Establish an organizational email address

- All records created in WAWF-RA are stored in a virtual file folder and as status is updated or changes the system generates an email notification to applicable individuals identified in the firm's organizational email account.
- The GAM or EB POC shall provide the organizational email to the WAWF-RA Customer Support Center.
- Ensure that your firm's organizational email address is operational and can receive email from WAWF-RA prior to registering your email address with the WAWF-RA Customer Support Center.
- Note: If you do not set up an organizational email address, the personal email address of the first person
  who self-registers from your firm (CAGE/DUNS code), will be designated as the organizational email
  address for your firm.

### 6. Set up PCs to access WAWF-RA

- Set up the PCs of your organization's users to access WAWF-RA.
- Select the "Setting Up Your Machine" link on the WAWF-RA home page for more information: <a href="https://wawf.eb.mil/Instr.html">https://wawf.eb.mil/Instr.html</a>.

## 7. Have all users self-register on the WAWF-RA web site

- Every user for your firm must self-register on the WAWF-RA web site by completing the online registration form.
- Select the "Self Register" link on the WAWF-RA home page and follow the instructions.
- Users may access WAWF-RA with either a User ID/Password combination or a PKI certificate. Users who want to use a PKI certificate must obtain it before self-registering.
- PKI Certificates may be obtained from one of the approved Interim External Certificate Authorities:
   Operational Research Consultants Inc. <a href="http://eca.orc.com">http://eca.orc.com</a>, Digital Signature Trust Co.
   <a href="http://www.digsigtrust.com/home.html">http://eca.orc.com</a>, Digital Signature Trust Co.
   <a href="http://www.verisign.com">http://www.verisign.com</a>. The web sites provide the instructions needed to acquire a PKI Certificate.
- If further assistance is needed, contact the WAWF-RA Customer Service Center.
- Note: Registrations will not be activated until the WAWF-RA Customer Support Center receives an email from the EB POC/GAM as registered in the CCR data- base.

### 8. Follow-up (if necessary).

 If your (GAM or user) account hasn't been activated within 2 business days of self-registering contact the WAWF-RA Customer Service Center: CONUS ONLY 1-800-392-1798, Option 1 COMMERCIAL 801-777-3282, Option 1

**DSN** 777-3282 Option 1

**FAX** Commercial: 801-605-7453 DSN: 388-7543

Email: cscassig@ogden.disa.mil

Note: Reference "WAWF" in email Subject line.

### CLAUSES INCORPORATED BY FULL TEXT

## 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at http://orca.bpn.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
- "Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.
- "Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).
TIN:
TIN has been applied for.
TIN is not required because:
Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
Offeror is an agency or instrumentality of a foreign government;
Offeror is an agency or instrumentality of the Federal Government.
(4) Type of organization.
Sole proprietorship;
Partnership;
Corporate entity (not tax-exempt);
Corporate entity (tax-exempt);
Government entity (Federal, State, or local);
Foreign government;
International organization per 26 CFR 1.6049-4;

Other
(5) Common parent.
Offeror is not owned or controlled by a common parent;
Name and TIN of common parent:
Name
TIN
(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.
(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.
(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph $(c)(1)$ of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.
(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.
(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph $(c)(1)$ of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.
Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.
(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.
(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

- (i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.
- (ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:
- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

50 or fewer \$1 million or less
51 - 100 \$1,000,001 - \$2 million
101 - 250 \$2,000,001 - \$3.5 million
251 - 500 \$3,500,001 - \$5 million
501 - 750 \$5,000,001 - \$10 million
751 - 1,000 \$10,000,001 - \$17 million
Over 1,000 Over \$17 million

- (9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)
- (i) General. The offeror represents that either--
- (A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
- (B) It ( ) has, ( )( has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
- (ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business

concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:)
(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph $(c)(1)$ of this provision.) The offeror represents, as part of its offer, that
(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
(ii) It ( ) is, ( ) is not s joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
(d) Certifications and representations required to implement provisions of Executive Order 11246
(1) Previous Contracts and Compliance. The offeror represents that
(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and
(ii) It ( ) has, ( ) has not, filed all required compliance reports.
(2) Affirmative Action Compliance. The offeror represents that
(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts $60-1$ and $60-2$ ), or
(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.
(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American ActSupplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or

manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic

manufactured outside the United States. The offeror shall list as foreign end products those end products

end product," "end product," "foreign end product," and "United States" are defined in the clause of this

(2) Foreign End Products:

solicitation entitled "Buy American Act--Supplies."

Country of Origin:	
(List as necessary)	

- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (g)(1) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."
- (ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

Line Item No.	<b>Country of Origin</b>
_	_
_	_
_	-

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_	_
_	_
_	_

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

- (2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
- (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

### Canadian End Products:

Line Item No.	
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-	

[List as necessary]

- (3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
- (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

### Canadian or Israeli End Products:

Line Item No.	<b>Country of Origin</b>
_	_

[List as necessary]

- (4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

### Other End Products:

Line Item No.	Country of Origin

_	_

[List as necessary]

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
- (h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --
- (1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

### (1) Listed End Product

Listed End Product	Listed Countries of Origin:
•	•
•	•
•	•

- (2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]
- ( )(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- ( ) (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)